

20-02

1

AGREEMENT BY AND BETWEEN  
THE BOARD OF EDUCATION OF THE  
BOROUGH OF ALPINE, NEW JERSEY AND  
THE ALPINE TEACHERS' ASSOCIATION

\* \* \* \* \*

*For the School Year 1976-1977*

\* \* \* \* \*

JOSEPH R. LETCHER, ESQ.  
Attorney for the Board of Education  
of the Borough of Alpine, New Jersey  
241 Main Street  
Hackensack, New Jersey 07601

PERC

AGREEMENT BY AND BETWEEN  
THE BOARD OF EDUCATION OF THE  
BOROUGH OF ALPINE, NEW JERSEY AND  
THE ALPINE TEACHERS' ASSOCIATION

WHEREAS, Chapter 303 of the Public Laws of 1968 as amended has provided certain rights and duties in order to promote and facilitate amicable negotiations between Boards of Education and their employees with respect to the terms and conditions of said employment; and

WHEREAS, a request for recognition has been submitted by the Alpine Teachers' Association to act as the negotiating and/or bargaining agent for the teachers constituting the professional staff; and

WHEREAS, the Board of Education of the Borough of Alpine, New Jersey hereby recognizes the Alpine Teachers' Association as the negotiating and/or bargaining agent for the said professional staff aforementioned; and

WHEREAS, the Board of Education of the Borough of Alpine, New Jersey and the negotiating committee of the Alpine Teachers' Association have met on numerous occasions for the purpose of discussing and/or negotiating various terms and conditions of their employment; and

WHEREAS, the Board of Education of the Borough of Alpine, New Jersey and the Alpine Teachers' Association have agreed upon certain proposals and understandings, which both parties desire to confirm by written agreement.

NOW, THEREFORE, WITNESSETH: This AGREEMENT entered into this 5<sup>th</sup> day of April, 1976, by and between the Board of Education of the Borough of Alpine, New Jersey, (hereinafter called "The Board") and the Alpine Teachers' Association (hereinafter called "The Association").

IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, mutually exchanged by the parties hereto, the receipt of which is hereby acknowledged, together with the mutual covenants and conditions herein contained, the "Board" and the "Association" do hereby covenant and agree as follows:

ARTICLE I  
RECOGNITION

The "Board" hereby recognizes the "Association" as the exclusive representative to act as the collective negotiating and/or bargaining agent for the professional staff, that is the teachers, concerning the terms and conditions of their employment.

ARTICLE II  
GRIEVANCE PROCEDURE

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him

through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate other persons of his own choosing to appear with him or for him at any step in his appeal.

1. Any employee who has a grievance shall discuss it first with the principal in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) school days of the receipt of the written complaint.
3.
  - (a) If the grievance is not settled after reaching the principal, the matter may be referred to a committee composed of members of the professional staff for consideration. This committee shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.
  - (b) If the committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education.
  - (c) If the committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal and the Board of Education.
  - (d) An employee whose grievance has been determined to be without merit by the committee

shall retain the right to appeal in writing to the Board of Education.

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days.

### ARTICLE III COMPENSATION

Effective September 1, 1976, and during the school year 1976 through June, 1977 inclusive, the compensation, wages and/or salaries to be paid to all personnel covered by the Agreement is as set forth in Schedule "A" annexed hereto and made a part hereof.

All credits for horizontal movement on the salary guide must be reviewed by the Principal or Principal-in-Charge and recommended by him to the "Board" for final approval by the "Board." Such credits will be reviewed at the beginning of each term, September 1st and February 1st, for application to the Salary Schedule.

Annual increments will be granted upon recommendation by the Principal and approval by the "Board."

The "Board" shall provide financial remuneration for the coaching, scheduling of games and an appropriate number of team practices

for the following separate school basketball teams for the 1976-77 school year as follows:

Boys 7th and 8th Grade Basketball Team	\$250.00
Boys 5th and 6th Grade Basketball Team	250.00
Girls 6th, 7th and 8th Grade Basketball Team	250.00

Extra-curricular compensation shall be paid to those persons approved by the "Board" for the following activities which are in addition to the remuneration set forth above:

Boys Intramural Basketball Team	\$250.00
Girls Intramural Basketball Team	250.00
Co-ed Volleyball (First and and Second Groups)	200.00
Co-ed Softball (First and and Second Groups)	200.00
History Ecology Club Advisor	100.00
Cheerleading Advisor	100.00
Eighth Grade Advisor	100.00

Where practical and possible, the "Board" will endeavor to secure local volunteers for clerical work for three (3) days per week (Tuesday, Wednesday and Thursday) for three (3) hours per day.

The "Board" shall arrange for one-half professional day per month for teachers only, as designated by the Principal and approved by the "Board."

The "Board" shall provide part-time lunchroom aids to supervise the entire portion of the students' lunch period.

#### ARTICLE IV

#### INSURANCE

The "Board" shall provide and maintain full coverage for each member of the professional staff who regularly work a minimum of twenty (20) hours per week, under the New Jersey Public and School Employees Health Benefits Plan which covers hospitalization, medical, surgical, Rider "J" and major medical insurance in accordance with the rules and regulations of said plan. The "Board" shall assume the full cost of said employee coverage together with one hundred (100%) per cent of the applicable premiums towards the purchase of a family plan coverage with the same carrier who provides the coverage for the employees aforementioned.

It is agreed that there shall be no duplication of coverage

under the plan; viz, if a teacher's spouse is covered by the State Health Benefit Plan or the equivalent thereof, the "Board" shall not be required to provide, maintain or duplicate such coverage.

## ARTICLE V THE BOARD RIGHTS

The "Board" reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education and the State of New Jersey.

The willingness of the "Board" to discuss matters which are within the sole prerogative of the "Board" shall not be deemed to constitute a waiver or relinquishment of any such prerogative.

## ARTICLE VI TEACHER'S RIGHTS

Teachers shall enjoy all of the rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 as amended or

under any laws of the State of New Jersey and the United States, and the Constitution of the United States and of the State of New Jersey. No staff member or teacher shall be discriminated against, coerced, or reprimanded by virtue of their exercise of such rights.

#### ARTICLE VII DURATION OF AGREEMENT

This Agreement shall be effective September 1, 1976 and shall continue in effect until June 30, 1977. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### ARTICLE VIII MISCELLANEOUS PROVISIONS

All "Board" policies and procedures heretofore adopted and in existence at the date hereof are hereby ratified, confirmed and incorporated herein by reference as though set forth herein at length.

The parties agree to enter into collective negotiations for a Successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of the teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the year in

which this Agreement expires. Any Agreement to be negotiated shall apply to all teachers, be reduced in writing, be adopted by the "Board" and signed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION OF THE  
BOROUGH OF ALPINE, NEW  
JERSEY

Attested:

Edna D. Wilson  
Edna D. Wilson, Secretary

By Richard Glazer  
Richard Glazer, President

Attested:

Barbara Protone  
Secretary

ALPINE TEACHERS' ASSOCIATION

By H. Channing Wilson  
H. Channing Wilson, President

SCHEDULE "A"

ALPINE PUBLIC SCHOOL - TEACHERS' SALARY GUIDE  
SCHOOL YEAR 1976-77

ANNUAL STEPS	INCRE- MENTS	APPROVED BACHELOR'S DEGREE			APPROVED MASTER'S DEGREE			Ed.D				
		B.A.	+ 8*	+ 16*	M.A.	+ 8*	+ 16*	+ 24*	+ 32*	+ 40*	+ 48*	Ed.D
1	\$	\$10,025	\$10,325	\$10,625	\$10,925	\$11,425	\$11,750	\$12,075	\$12,400	\$12,725	\$13,050	\$13,375 \$13,875
2	400	10,425	10,725	11,025	11,325	11,825	12,150	12,475	12,800	13,125	13,450	13,775 14,275
3	400	10,825	11,125	11,425	11,725	12,225	12,550	12,875	13,200	13,525	13,850	14,175 14,675
4	400	11,225	11,525	11,825	12,125	12,625	12,950	13,275	13,600	13,925	14,250	14,575 15,075
5	400	11,625	11,925	12,225	12,525	13,025	13,350	13,675	14,000	14,325	14,650	14,975 15,475
6	500	12,125	12,425	12,725	13,025	13,525	13,850	14,175	14,500	14,825	15,150	15,475 15,975
7	500	12,625	12,925	13,225	13,525	14,025	14,350	14,675	15,000	15,325	15,650	15,975 16,475
8	500	13,125	13,425	13,725	14,025	14,525	14,850	15,175	15,500	15,825	16,150	16,475 16,975
9	500	13,625	13,925	14,225	14,525	15,025	15,350	15,675	16,000	16,325	16,650	16,975 17,475
10	600	14,225	14,525	14,825	15,125	15,625	15,950	16,275	16,600	16,925	17,250	17,575 18,075
11	600	14,825	15,125	15,425	15,725	16,025	16,325	16,675	17,000	17,325	17,650	18,000 18,400
12	600	15,425	15,725	16,025	16,325	16,675	17,000	17,325	17,650	18,000	18,350	18,700 19,100
13	675	--	--	--	--	--	--	--	--	--	--	--
14	675	--	--	--	--	--	--	--	--	--	--	--
15	675	--	--	--	--	--	--	--	--	--	--	--

- a) For persons having a permanent, limited or provisional certificate.
- b) Credit for previous public school teaching experience not to exceed ten (10) years.
- c) Credit for previous private school teaching experience at discretion of the Board.
- Total credit for combined previous public and private school teaching experience not to exceed ten (10) years.
- d) Credit for military service up to three (3) years at discretion of Board. Total credit for combined military service and previous teaching experience not to exceed twelve (12) years; made up of ten (10) years' previous teaching experience and two (2) years' military service.
- e) Annual increments will be granted upon recommendation of Principal, and approval of Board of Education.

\* These credits must be reviewed by the Principal in charge and recommended to the Board of Education for final approval. Credits to be reviewed at beginning of each term--September 1st and February 1st--for application to the salary guide.